

INDIAN TRADE.

THE LATE SAC AND FOX PAYMENT.

No. 1.

[From the "Daily Union" of October 20, 1847.]

"We regret to learn that considerable excitement exists among the Sac and Fox Indians, because of the treatment which they have received from the United States Government. We are told, but cannot vouch for the truth of the report, that so great is the dissatisfaction of the tribe, and so impossible has it been to do justice to them, from the violation by the United States of the treaty stipulations, that the agent, Major Beach, who has been with them some eight years, has been compelled to resign his office. The Sacs and Foxes for several years past, in fact ever since the Black-Hawk war, have been peaceable, and relied entirely and implicitly upon the treaty stipulations for support and protection.

"During the course of the summer they visited the agency, as they were accustomed to do, for their rations and their annuities. But, by some unexplained cause, neither could be paid them without further instructions from Washington, and they were consequently kept about the agency, suffering not only for food, but for water, until disease set in upon them, and hundreds have fallen victims to the neglect of the Commissioner of Indian Affairs at Washington. So loud, says our informant, became the demand for relief, that the agent, rather than endure the distress which he was compelled to witness every day, paid over the annuities of money without the requisite instructions from the Department, and then resigned his post."

The above article, taken from the "Baltimore Sun," appeared a short time since in the "St. Louis Republican," and in our paper of Saturday evening last we published from the "Union" of the same city a short but satisfactory refutation of its statements. This, however, was not sufficiently full to show all the circumstances, nor to do justice to the humane policy and great efficiency of the officers here in charge of Indian affairs, who have been attacked, as is now plainly evident, for the purpose of screening the conduct of a faithless and guilty agent, in lending himself to certain traders, and to deter the Department, if possible, from carrying into execution a law of the last session in relation to the payment of Indian annuities; and as we had applied for and received full information upon the subject, which is otherwise of much interest in relation to our Indian system, we have hastily thrown it together, and now publish it for general information. It will, we think, be clearly seen that the grossly improper and extraordinary conduct of Mr. Beach, the agent for the Sacs and Foxes, who served through several preceding Administrations, and was heretofore regarded as an intelligent and upright agent, has caused the whole difficulty, and at the same time led to the mass of the Indians of the tribe being cruelly and shamefully injured in their rights and interests.

Indian annuities are not paid till some time in the fall—generally in October—as it is far better to defer their payment till the approach of the season when the Indians are compelled to make use of the money in providing necessities and resources for the winter, than to make it at an earlier period, when it would be of comparatively little immediate use to them, and much, if not most of it, would consequently be squandered in gambling and frolicking, to which it is known the Indians are unfortunately greatly addicted, or for mere trinkets and articles of no substantial value to them whatever. An Indian provides only for

the wants that are felt, and has been known to part with his blanket for a mere trifle, or even a dram of whiskey, when the weather was warm, and again to purchase it back upon the approach of winter at an exorbitant price.

In the case of the Sacs and Foxes, the annuities for the years 1843, 1844, 1845, 1846, and for the present year, 1847, were paid over to the agent for distribution, on the 17th August, 5th September, 28th August, 14th September, and 2d September of those years, respectively. Thus it will be seen that he received them even earlier *this* than in some of the former years, when no complaints were made, and no inconvenience or suffering alleged. If suffering was experienced this year from the Indians being assembled and awaiting the payment, it must have been the consequence of gross negligence and improper conduct on the part of the agent—first, in not applying a portion of the funds in his hands, which was subject to the order of the chiefs, to their relief; and, secondly, in permitting or encouraging them to assemble before he had received his instructions, and was ready to pay them. This is a matter which is easily arranged, as will be seen from the fact, that in former years there was no difficulty in his keeping the money as long as he desired, which he did, until he made all his arrangements, and deemed it most expedient to pay it over. Thus, in 1843, he received the annuities on the 17th of August, and did not distribute or pay them over till the 7th of October, keeping them in his possession nearly two months. In 1844 he received them on the 5th of September, and paid them over on the 18th; in 1845 he received them on the 28th of August, and paid them over on the 6th of September; in 1846 he received them on the 14th of September, and paid them over on the 21th of October, retaining them in his possession some six weeks; and *this* year he received them on the 2d of September, and within ten days after he arrived at his agency, according to his own return, made the payment; and, as he alleges, without having received his instructions, although expressly directed by the Superintendent not to make it until after he received them.

The amount of annuities placed in the hands of the agent this year, to be paid to the Sacs and Foxes, was \$81,000. The instructions of the Department (a copy of which has been furnished us, and which we shall publish in a few days) enjoined on the Superintendent a strict observance of the law of the last session of Congress, which required the money to be paid to, and distributed among, the heads of families, in proportion to the number of souls in each, unless otherwise provided by treaty, and forbade the payment of any debts therefrom until the same should have previously been examined and found correct. In its great anxiety to frame these instructions so as to protect the Indians, and at the same time to do no injustice to others, the Department ordered the Superintendent of Indian affairs at St. Louis to Washington, with the view of consulting him personally, and of availing itself of his great experience and knowledge of the internal affairs of the several tribes. While here, he received the annuities for all the tribes within his superintendency, and left for his post about the 23d or 24th of August, to make arrangements for the distribution of the same to different agents by the time the instructions reached him, which were prepared and mailed on the 30th.

On his arrival at St. Louis, he there found Mr. Beach, the agent, who had come down for the annuities without being ordered, and therefore contrary to the regulations, and without knowing whether they were ready for him or not. The Superintendent delivered them over to him, but expressly directed him not to make the payment until he received instructions in relation to the manner in which it was required to be done under the new law, and which would be for-

warded to him by mail in a few days. He left for his agency on the 3d September, and the Superintendent prepared and forwarded the necessary instructions, based upon and in accordance with those of the Department, on the 8th—only five days thereafter. He himself states, in a paper sent to the Department, that the mail came regularly; and if he did not negligently or *purposely* let them lie in the post office, he must have received his instructions in about the same time after his arrival at his agency, that they were mailed after he left St. Louis—which was five days; yet, in violation of the law which had been recently passed to protect the rights of the cruelly-wronged and unsophisticated creatures under his charge; in opposition to the express and positive orders of the Superintendent; and in utter disregard of what he must have known to be the character and tenor of the instructions from the Department of War—which, if not in his pocket at the time, would soon have been within reach—he paid over to the claimants and to the chiefs the whole annuities of the year, amounting, as before stated, to \$81,000; and then, as if self-condemned, sent in his resignation and immediately left the country, as though unwilling to witness the consequences of his own perfidy.

That the traders, who were desirous of securing their old debts without submitting them for examination, and of attending as many payments at other agencies as possible, incited and urged the Indians to demand the money, is very probable. But he had firmly, and much to his credit, resisted such a demand in former years, under similar circumstances; and there could have been no suffering or inconvenience from delay this year, unless intentionally permitted or connived at by the agent himself; for, of the money in his hands, there was the large sum of \$30,000 which remained entirely unaffected either by the law of the last session or by the instructions, and which, by the fifth article of the treaty of 1842, was expressly set apart “to be expended by the chiefs, with the approbation of the agent, for national and charitable purposes among their people—such as the support of their poor, burying their dead, employing physicians for the sick, procuring provisions for their people in cases of necessity, and such other purposes of general utility as the chiefs may think proper and the agent approve.” Thus there was in his hands an ample amount, under the control of the chiefs and himself, which could have been expended in supplying the necessities and wants of the Indians. But his whole conduct would seem to indicate, that before he started for St. Louis to obtain the annuities, he had deliberately made up his mind to throw himself into the hands of the creditors of the Indians, and thereby enable them to evade the just and salutary operations of the law. Well for him that he did resign, if he wished to avoid the disgrace of removal; for he would instantly have been dismissed by the President, on his improper and unjustifiable conduct becoming known. But as the payment was unauthorized and illegal, it is possible that he and his sureties are still responsible for the amount.

We now proceed, as briefly as practicable, to give some account of the system of payment prescribed by law, which has been in operation for many years, which has enriched Indian chiefs and thousands of whites engaged in the Indian trade, to the injury and wrong of the great mass of the red men, against the evil effects of which the exertions of the Executive have for a long time been directed, but the overthrow of which it has remained for this Administration to accomplish, and thus to secure to the Indians generally a greater degree of fairness and justice than for long years they have received.

The law heretofore on the subject positively directed the annuities due to the Indians to be paid to their chiefs, or to such persons as they might designate.

The consequence of this system was, that the chiefs and their particular friends received nearly all the benefit of the bounty and liberality of the Government—some, when not improvident, becoming enormously rich, while the common Indians received little or nothing. The parties most benefited, however, were the traders, who, during the long intervals of the payments, would induce the Indians to purchase goods and trinkets from them, on which they charged enormous profits, and who at the payments would, on the requirement of the chiefs, receive all, or nearly all, of their annuities—the chiefs being controlled by them through the hope of further large credits in future, and in various other ways. If the chiefs received the money themselves, they gave the common Indians only so much as their cupidity would spare; or they would open a small credit for them with the traders, for goods at extravagant prices, keeping as much of the money as they chose, and paying the remainder to the traders. Thus, in every way, the poorer and less influential Indian was ground down, wronged, and robbed. For years the Government used every endeavor to prevent the enormities of this system, using argument and persuasion to induce the chiefs and other influential Indians to consent to a fair and general division of the annuities among all, and assembling the Indians in council, informing them of their rights, and suggesting to them to demand them of their chiefs. Such, however, was the control and influence of the traders with the chiefs and other influential Indians, through the means already mentioned, that but little progress was made. The efforts were not remitted, however, and they were so far successful, that the Indians generally, becoming conscious of the iniquities practised upon them, demanded their rights; and the chiefs and headmen, partly through apprehension, and partly from the force of reason and persuasion, were induced gradually to consent to a change; so that for several years past the Department has been enabled, to a great extent, to have the annuities paid to heads of families, according to their just proportions. So the Sac and Fox annuities were paid last year; and so, there is no doubt, they might have been paid this year, even without the authority of the new law, had Mr. Beach pursued the proper course. But the iniquity of this system will be more clearly shown by the instructions of the Commissioner of Indian Affairs, and some startling evidences of the cupidity and infamous conduct of traders, some of whom were concerned in the enormous fraud just practised on the poor Sacs and Foxes, which will accompany it, and which we will publish in a few days. Meantime, we give some further accounts of the injustice of it, taken from a report of an officer of the army of high standing, now gallantly serving his country in Mexico, who, some years since, was required to attend the payment of the Sac and Fox annuity, and to report the result of his observations to the Department:

Extracts from a report of Captain J. R. B. Gardinier, of the army, dated October 29, 1843, in relation to the payment of the Sac and Fox annuity for that year.

I presume from your letter, heretofore copied, that you wish my full, fair, and impartial statement of all facts that I may know from my own knowledge, and those I may have learned from sources sufficient to convince myself.

I shall unscrupulously execute my duty, and trust that if I fall into the fault of prolixity, it will be attributed more to my earnest desire to bestow justice on all, than to the natural pleasure derivable from listening to one's own imagined eloquence.

A great squabble—I can dignify it by no more respectable name—has for a long time kept the traders and Indians about here in ceaseless turmoil—a quarrel alike detrimental to the physical and moral benefit of both parties, and more particularly so to the latter, convincing any impartial observer that a thorough reform is called for in the trading and annuity affairs of these red people.

This faction originated, I believe, in a debt due the Ewings, which the Chouteau concern did not wish paid; for the Ewings seem to me to be chiefs of Powah-shick's bands, the Phelps (Chouteau's partners) of Keokuk's; thus, the traders were not only at open war, but the Indians themselves were divided into cliques antagonistical to each other,

and the Ewings at enmity with Mr. Beach, the agent, who was supposed by them to favor the Phelps and Keokuk, to the prejudice of themselves and Powasheik. Thus stood the pecuniary politics of the "far west" when the money arrived.

The agent, through the traders, interpreters, &c., gave notice that he would hold a council with his children; but Keokuk and Appenoose, with one or two other Indians, were the only audience. I was detailed to attend with a guard of infantry and dragoons. The agent told Keokuk he was sorry that Powasheik and his people had behaved so badly in not coming to hear him talk; that their Great Father would be displeased, and that if they did not come that evening and ask him to meet them, he would "puck-o-chee" back to the old agency with the money, and then they would have to wait his time. Now, the secret motive of Powasheik's conduct was doubtless to have the payment in his (or the Ewings rather) own way, viz: to chiefs, or, if it were made to families, the Ewings were averse to its being made at that place—and with justice, too, in this last particular; for each individual would be compelled to walk nearly a mile with his money ere he reached Phelps', and then more than a mile and a half before he arrived at Ewings'. Who, that knows the proverbial indolence of the savage, can doubt that he would stop at the first place, especially to expend the sum so long anticipated?

The Ewings were victorious in this instance, and the Powasheik faction would not obey the call of their agent.

Mr. Beach delayed the day following, and the next succeeding morning left (carrying the annuity) for his residence at the old agency. I have been told that the evening previous to his departure, Pow-a-shiek sent a message to him that he was no better than a squaw, and would not dare to take away the money; and I mention the fact to prove that there must be some very evil influence exerted to induce the Indians to treat their agent so insultingly.

About the 6th of October, Mr. Beach, returning with the money, remained with it at Chouteau's store, about fifty yards south of which he pitched his council-tent, and the day following his return held a talk with all the nation. I was in attendance *en amateur*. The agent concluded by saying, all he wanted now was, for them to deliberate and determine how they would receive their money; whether it should be paid their chiefs, or to the heads of families.

It was not now so important a matter to the rival establishments how the Indians were paid, as formerly; for, during the interval of the agent's absence, a drop of balm had been mingled in the wormwood of opposition. Partners from Chouteau's had inspected the invoices of the Ewings, *et vice versa*—they were to put the same profits upon their goods; and as they were the only traders licensed, if the game did not work their own way, their stupidity would be to blame. A child, with such a hand, could make four by honors and seven by tricks. In fact, I suspect there was a pretty even willingness that the money should be paid to the chiefs, as there were citizens of all hues and kinds crowding the country, doubtless on various speculations—particularly in the article of horse-flesh—and doubtless had the money been paid to heads of families, some portion of it would have gone for more than one of the four or six hundred horses dispersed about here and the parts adjacent. I have no doubt a payment through the chiefs was agreed upon. Had it not been, I doubt if the traders would have allowed it to be made *at all*—the President, Congress, and the agent, to the contrary notwithstanding. These authorities are republican—the traders despotic.

Whilst the braves and common people remained in the vicinity of the agency-tent, the chiefs withdrew; and, squatting under the brow of the bluff bank of the Des Moines, after an hour's deliberation, returned; the council opened by Powasheik advancing, supported by a suite of two or more. He said they had heard the question proposed to them at the last talk. The braves had discussed it and referred it to their chiefs, who, having just canvassed the matter, had resolved that they would have the money paid to the chiefs. Several other chiefs and braves advanced, reiterated the same thing, and re-squatted. Keokuk said he had agreed to it, (it was apparent unwillingly,) but for this time only. Hereafter the annuity must be paid to heads of families. Pash-pa-ho (the Stabbing Chief) reiterated the decision that the others had announced, but *for this time only*; and spoke with republican energy of the democratic doctrine of payment to heads of families, in a manner that elicited a heart-response from his vermillion auditory.

Thirty-six boxes of Spanish dollars being then brought out of Chouteau's store, were divided into two piles, and between eleven and twelve thousand dollars, in tens of the Bank of Missouri, equally divided, laid upon each. Two of the boxes being unscrewed, I demanded of the Indians whether they desired to have them all opened and the money counted; to which they replied in the negative. Pow-a-shiek then took possession of one pile, Keokuk of the other—each giving Smart, the United States interpreter, a box. Some other accounts were also paid, and then the \$1,500 to the Messrs. Phelps for transportation. It seemed to me an unusually large amount for the services rendered, and should be investigated closely, and so I intimated to the agent; but as I was called as a mere witness to the payment, and not to examine what these simple creatures did with their cash after receiving it, I considered it no business of mine, and did not press the matter. The remaining money was removed—Keokuk's into Chouteau's, Pow-a-shiek's into the Ewings' store. The day following, guns, lead, blankets, &c., &c., were given out at the former, and the day succeeding at the latter establishment—all as regular, and in a matter-of-course style, as a captain of a company would issue clothing to his soldiers. Excellent disciplined people these Indians—admirable disciplinarians these traders! If it were not that I have still a little humanity for these ignorant savages, it would make me laugh at the adroitness with which they are managed.

Thus ended the payment. A day or two afterwards every Indian I met complained of having no money and mighty little to show for the forty-odd boxes. They besieged the store of our sutler (McKenzie) to obtain credits; which proved that the game had been blocked upon them on the other side of the river.

This lucid statement of facts answers your inquiries, "What was said in council preceding the payment?" "What occurred at the payment?" and "How the payment was made?" The other interrogatories I now proceed to answer.

As to "how it was advised to be made, and by whom," I must reply, I am not upon terms of familiarity with the traders and their concerns; yet I have, by both sight and hearing, gleaned circumstantial testimony sufficient for my own satisfaction.

I doubt not that the mode of payment was adopted through the instrumentality of one or both of the traders—I opine the Ewings particularly. In the first place, they were creditors of the Indians to a large amount, which would naturally have kept them (the Indians) away had the money been paid to individuals, who might fear their cash would have been claimed for "balance due." Secondly, the Ewings had every reason to believe the payment would be made at or near Chouteau's store, which would have been fatally disastrous to them. And thirdly, both traders had the fear of the horse-dealers before their eyes. The matter of the Ewings being the master-spirits of the "mode adopted," was set at rest, in my mind, by their Indians seeming most pleased at the decision promulgated in council.

The fact is, whether they exert it for evil, or whether for good, the traders possess too unbounded an influence over this simple people.

A trader's store is the terrestrial paradise of the Indian; about it he loves to linger, deriving happiness from feasting his eyes upon the goodly array of trinkets, fantastic saddles, and gay clothes, though certain they can never be his. Of course the trader—the lord of all these treasures—is the deity of the place, and possesses a despotic sway over the simple mind of the uncultivated savage. He can enchain his very soul by a very trifling present, cement his friendship by a credit, or punish him by a refusal. Whomsoever the trader favors, must gain influence among his own people. He, the favorite, has admission to the Indian Elysium—the trader's store; and the poor Indians will court the favorite's favor, that they too may taste some of its joys—viz: a credit for calico, stroud, or blankets.

It is not perplexing to a trader, the study of the idiosyncrasy of a *few* savages—the chiefs, braves, or principal men; and if he once has them in his power, his control over the others is supreme.

A common Indian is very common indeed—their discipline is as perfect as that of the Israelites towards their patriarchs, though, as *those* rebelled, and gum-elastic will break if stretched too much, the present subordination may terminate in bloody dissension, if the common Indians deem themselves wronged, as they do now, by a continuance of the last mode of payment.

According to this "mode," all the traders have to do is to learn well the character of the chiefs—when to flatter—when to menace—to lay bare the strong and weak points—and conduct negotiations or attack accordingly. Who can for a moment consider the results dubious? The "pale face," endowed by superior sagacity as to financiering improved by education, and backed by his phalanx of goods, must, in the common course of nature—cause producing effect—attain an improper ascendancy, become chief of the chiefs, and, in the end, handle the annuities in his own way, according to the dictates of his own conscience. Even now, from what I have seen, I think the agent would save a great deal of trouble to both the Indians and himself, if, instead of assembling the Indians, he would just send for the traders and ascertain what they want, and how they wish the money to be paid.

Asked my opinion as to the "effect" of the mode of payment adopted, I am happy of the opportunity to pronounce my utter condemnation of it—to declare my full conviction that it is unjust and pernicious in the extreme—to lift my voice against it, as unfair and rotten, root and branch. The red man, driven from the rising to the setting of the sun, deteriorated as he is, shall at least find one advocate in me, when I perceive him, in his utter ignorance, suffering under such vile injustice. It cries to Heaven, like the blood of Abel! If our Government loves justice, integrity—nay, sheer common honesty—it should interpose its authority preemptorily to abolish this mode of payment henceforth and forever.

From my exhibition of the imperial power that traders can acquire, and, in my opinion, do exercise over the chiefs; from the acknowledged business capacity of all traders who have resided any length of time in the Indian country; and from the commotion which still exists among the traders and Indians in this region—productive, as I have explained, very recently, not only of trouble, but of actual insult to Mr. Beach,—it is evident, as the bright sun at noonday, that the traders do possess an undue influence among the Indians—an influence that eclipses that of the United States agent as completely as does that same bright sun the light of a farthing candle. Upon the traders, it is evident, depends it whether the Indians shall meet their agent even for a mere "talk." Upon the traders depends it whether their money shall be received this way or that; and finally, upon their traders depends it whether the agent, the Superintendent, the Commissioner of Indian Affairs, the Secretary of War, or even the President of the United States, shall be listened to or treated with decent respect. The trader is the Delphic oracle, and his words must be obeyed. My expressions may seem pretty strong. I only wish I could express half I feel, or act double I express.

If the money were paid to the heads of families, as it ought to be, then traders could not exert so fearful an influence—an influence so destructive of their happiness and well-being—an influence that, perchance, will one day add another twenty millions to the expenses of Floridian

hostilities. The common Indians are abused. Oseola (we may say) rose from the ranks, and his name is not yet forgotten—especially by the treasury; and these Indians may yet rebel against the acts of their chiefs. "The truth is powerful, and will prevail." If the money were paid to heads of families, the traders would be compelled to treat the poor creatures with more kindness and generosity generally. Every man of them would be of some account, and a general benefit to the nation result. As it is, they, (the traders,) bee-like, settle upon those flowers only whence they can extract honey. Did every Indian receive his own money, he would not be debared from the poor privilege the sternest of despots could scarce deny—that of pricing his own goods. At present, he has no vote as to what he must give for a pair of leggins or for a string of wampum.

As it operated last payment, the traders coalesced as to the profits they would make upon their invoice. At the payment, the money was divided betwixt them, and then the chiefs were asked what they wanted. View the case—if I dare ask you to view such shamefacedness. The money divided between them, and the prices left to themselves—the traders! If an Indian yearned never so hard for a yard of calico, he must go without it, or take it upon the two traders' settled terms. Just think of it! A procedure so *piquantly* caricatured in Irving's Knickerbocker, where, in trading with the Indians, (at Communi-paw,) a Dutchman's foot always (buying and selling) weighed a pound. I am astonished one can dare practise so near a parallel in this enlightened age.

So saturated is the trading atmosphere with this pestilential miasma, that in days by-gone, opposition upon the Missouri and its tributaries burnt with a vehemence extinguishable only in the blood of a rival. Since then, one trader calculates, coolly and deliberately, how to overwhelm his opponent in ruin; and here, so recently as the late payment, our sutler's (McKenzie's) small stock of Indian goods appeared to press like a monstrous incubus upon the bosom of the licensed establishments over the river.

I have resided some eleven or twelve years in the Indian country, where I have gained experience as to the subject I am discussing, and am actuated by no motive in this, my official report, but an ardent desire to mete out "even-handed justice."

The first duty of those striving to ameliorate the condition of these Indians, is to insist upon their money being distributed among the families; for not only is the mode of payment to the chiefs detrimental to the physical well-being of the whole red community, but the *moral* detriment is awful to contemplate. The chiefs must learn financial tactics, and, totally unchecked, soon become the swindlers of their people. The common people will rise against them, and, just for the want of a little caution now, as General Clinch prophesied once before about the Seminoles, another conflict may be the result, whose consequences time alone will tell. * * *

I think the whole entire system of Indian trade needs revision and reorganization. Their establishments, books, accounts, prices—in a word, all their dealings with the Indians—should be subjected to the most rigid scrutiny. A public officer, or a board of officers, (perhaps on the plan of an army council of administration,) should at least semi-annually inspect and report upon the condition of these stores. I suspect they would discover *there* more matter worthy of a report than as mere witnesses to a payment. The money is paid by the agent fair enough, there is no doubt; and less need of witnessing *that*. What becomes of the money afterwards, is the grand point demanding the attention of a civilized government, in its capacity of guardian over ignorant barbarians in the claws of white men. In conclusion, I have to add, "the effect of the mode of payment adopted" was, that scarcely a dollar was to be found among the whole nation three days after the chiefs touched the pen—a little fact briefly demonstrative of the truth of all that I have occupied so many pages in explaining.

No. 2.

As a further illustration of the course pursued by *certain* persons, and of the character of the trade which has been carried on for years with the Sacs and Foxes, we add below an extract from the report of General Bridgman and Mr. Hebard, of Iowa, who were appointed by Governor Chambers, in 1842, to examine into the justice of the claims which were then presented against these people. No one who will take a retrospective view of the Indian trade, particularly as conducted among these very Indians, will be at any loss to know what became of the large annuities, and other moneyed benefits of these victimized aborigines. When the philanthropic and curious, who take an interest in Indian affairs, shall have read Captain Gardinier's graphic account of the malpractices and abuses which have characterized the dealings and business carried on with the red men, and the statements of Messrs. Bridgman and Hebard, they will no longer wonder at the poverty and destitution which prevail among the Sacs and Foxes! During the investigation, in 1842, it would appear, from the letter of Governor Chambers transmitting the report from which the extract below is

given, some *characteristic appliances* of the trade, in illustration of which the present statements have been collected, and are now made public, were attempted to be introduced, which, it is to be regretted, we are not able fully to expose; but of the *fact* of the attempt and its failure, all doubt is removed by the following statement from under Governor Chambers's own hand:

"There was a singular and very bungling attempt made to *propitiate me* towards one set of the claimants in this transaction, commencing before the treaty, and *persisted in* while it was pending; but if the operators do not render it necessary, I feel no disposition to *expose* their ridiculous cunning!"

But we hasten to add the extract from the report of Messrs. Bridgman and Hebard:

To his Excellency JOHN CHAMBERS, &c., &c.:

The next claim examined was that of Messrs. W. G. and G. W. Ewing, licensed traders. The amount claimed was \$90,942 43. Mr. Ewing presented his books and accounts in bills. It was evident, after a brief examination of his books, that a great deal of care and patience would be necessary before the task before us would be finished: looking-glasses charged at twenty two and thirty dollars; dress coats at forty-five dollars, surtout coats at sixty dollars, and bills entered in duplicate on both journal and ledger, showed that something was to be done before we could arrive at what was right. We first examined the bills and compared them with the books. We then took the books, with the view of giving them a thorough examination, and, after devoting considerable time, we are compelled to say, that they were far from what they should have been. Transposition of dates was frequent, wrong entries, balances by a credit, and entered again on another page, and in one instance a bill of \$6,556 12 was found twice entered upon the journals at places considerably distant from each other, and twice carried into the ledger, and entered twice into the amount of the claim presented by Mr. Ewing. After deducting this amount, and correcting several smaller errors, which were deducted, his books showed a claim of \$84,423 10, on a business done since October, 1840, [about two years.] Our next step was to examine his prices, and the kind of goods sold. The charges we found extravagantly high; and many articles of clothing were such as are seldom seen upon the Indians, such as "superfine cloth coats," charged at \$45; "super overcoats," charged at \$60; fine satin vests at \$8; fine spotted ditto at \$6 and \$7; Italian cravats, &c. It was stated that such articles were essential to an assortment, and were worn by the Indians where the Messrs. Ewing had previously traded, among the Miamies, and they supposed them necessary for their outfit on the Des Moines, and sent them here under that impression. Their trading house was established, however, and business commenced, in 1840; while the articles above enumerated were purchased during the succeeding summer, and charged to the Indians September 8, 1841. The strongest objection found to the claim of the Messrs. Ewing was their unwarrantably high charges. Towards the close of the examination, a file of invoices was handed us, and from these we attempted to ascertain the advance in his bill of sales upon the original cost; and in an account at page 205 to 208, dated September 22, 1841, amounting to \$10,701 86, we compared the invoice prices (original cost) with the prices charged in the bill against the Indians, and against \$9,487 51, of the above bill, the invoice price (cost) amounts to \$3,128 25, showing an advance of more than two hundred per centum upon prime cost. In other accounts, amounting to \$19,512 47, which have been carefully examined, the original cost is nearly the same, charges being \$19,512 47, and the invoice showing the cost to have been \$6,849 06.

We are satisfied that merchants engaged in the Indian country in the Indian trade, should be allowed large profits. They are subjected to heavy expenses, and are liable to uncertainty and delay in receiving their payments; still there should be a reasonable limit; profit should not be turned to plunder. Of the remainder of the claims, justice required a considerable reduction. To ascertain the amount of this reduction, examinations were made as stated in the previous page, from which we discovered that in the sum of about \$29,000, there was an advance of 200 per centum within a trifling fraction. The remainder of the account did not afford the means of determining the advance with the same degree of accuracy; it was believed to be somewhat lower, and after all the investigation we could give it, we were well satisfied that a reduction of 25 per centum upon the \$72,422 would not bring his average advance below one hundred per centum upon New York prices. Mr. R. Shute, a clerk of the Messrs. Ewing, says: "As nearly as I could estimate, the original cost of goods for the whole business was \$60,000 to \$65,000; amount of sales, \$105,000; amount of goods on hand, \$12,000. Some had also been sent back to Indiana and some to Council Bluffs." Mr. Hunt thinks the original cost considerably less, and refers to the invoice book to show it, but the "invoice book" was not produced. Supposing, however, Mr. Shute correct in his estimate, omitting small numbers and fractions, the amount of sales being \$105,000, and their corrected claim being about \$84,500, it would appear that they had received \$20,500 from the necessities of the Indians; this sum, added to the present amount of goods on hand, say \$12,000, would make \$32,500, which, added to the amount now allowed in schedule attached, would make \$99,000; nearly exceeding his estimated costs, say \$62,500, by the sum of \$36,500, which sum shows an advance of more than 50 per cent. upon cost. This is a conclusion drawn from the estimates of one of the most favorable wit-

nesses connected with the business of Mr. Ewing. Taking the estimate of Mr. Hunt as the basis of a calculation, the result would have been more favorable to the business. The undersigned have come to their conclusions, however, not from the estimates of any of the witnesses, but from examinations, and they are satisfied that the reduction stated on the preceding page is a just one, and have accordingly made it, which reduces the corrected claim of \$84,429 to \$66 371 81, as will appear by the annexed schedule. There is no disposition to give a one-sided view of any case, and in justice to Mr. Ewing, explanations relative to things having an unfavorable appearance are cheerfully stated. It was stated by Mr. Parmelee, (clerk,) that the "looking-glasses" charged in the bill of Keokuk, should have been charged telescopes, as they had such articles purchased at the request of some of the principal Indians; a telescope was charged in another place by its proper name. The duplicate bill of \$6,556 12 was said to have been a mistake, having been entered upon the books by Mr. Ewing, under the impression that it was not already there—this is an expression of opinion by his clerks.

ALFRED HEBARD,
ARTH. R. BRIDGMAN,

Agents for examining Indian accounts.

The schedule accompanying the report, exhibits the following amounts:

Amount of debts claimed.....	\$312,366 24
Amount allowed by commissioners.....	258,566 34

Showing a reduction of the claims, amounting to.....	<u>\$53,799 90</u>
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Governor Chambers, in another letter, referring to the examination and adjustment of these accounts, remarks as follows:

"In the larger claims of the traders, the chiefs admitted the purchase of large amounts of goods and horses, but said they did not know what the extent of these demands were or ought to be, and must, therefore, depend upon me, or the gentlemen who had them on hand, to see that no injustice was done."

Of the agents appointed by him, Governor Chambers says:

"One of them is an experienced and well-informed merchant, and the other a gentleman of education, general information, and business habits; and I have great confidence in the correctness of their decisions.

"If complaints should be carried to the department on this subject, [the adjustment, &c.,] I have only to request that they may be communicated to me, with permission to exhibit the true state of facts. For the present, I deem it necessary only to say, that there were some instances exhibited of very gross attempts at extortion; and that this is giving the least offensive designation they deserve."

No. 3.

[From the Daily Union of November 7, 1847.]

The publication in our paper of the 20th ultimo will, we think, have satisfactorily shown that the censures cast by the St. Louis Republican upon the Indian Department, and so extensively copied into the Whig presses, in relation to the payment of the Sac and Fox annuities, are not only wholly unfounded, but that the officers of that Department deserve great credit for their efforts to protect those Indians from the cupidity of faithless chiefs, and the grasping avarice of interested persons, by whom those chiefs are influenced. The instructions of the Government, which we now publish, prescribing the mode of paying the annuities for this year, in conformity with the law of the last session of Congress, and which, though addressed to one Superintendent, were made general, will show that those efforts were not confined to one tribe, but were extended to all; and that the officers of the Government here, animated by the highest considerations of justice and humanity, have labored faithfully to break up a system under which the poor Indians have heretofore suffered much wrong and injustice; under which a few have been benefited at the expense of the many—the idle and profligate, at the cost of the upright and industrious. There is no doubt but that the "Republican" has been grossly imposed on, as no one can read these instructions and believe, for a moment, that the Department has been "indifferent to the calls of humanity,"

or to the varied and delicate "interests" intrusted to its care. Indeed, it is strongly suspected that a little "indifference" to those matters would have been extremely acceptable in certain quarters, and instead of the attack in question, would have called forth, from the same persons, a fulsome eulogium on the industry, attention to duty, and high bearing of those whom they now abuse.

WAR DEPARTMENT, OFFICE INDIAN AFFAIRS, August 30, 1847.

SIR: In placing in your hands, for distribution to the several agents, for payment to the different tribes of Indians of your superintendency, the annuities due to them for the present year, it becomes necessary to call your attention, and that of the agents, to the third section of an act of Congress, approved the 3d of March last, which provides "that all annuities or other moneys, and all goods, stipulated by treaty to be paid or furnished to any Indian tribe, shall, at the discretion of the President or Secretary of War, instead of being paid over to the chiefs, or to such persons as they shall designate, be divided and paid over to heads of families, and other individuals entitled to participate therein, or, with the consent of the tribe, be applied to such purposes as will best promote the happiness and prosperity of the members thereof, under such regulations as shall be prescribed by the Secretary of War, not inconsistent with existing treaty stipulations. And no such annuities, or moneys, or goods, shall be paid or distributed to the Indians while they are under the influence of any description of intoxicating liquor, nor while there are good and sufficient reasons for the officers or agents, whose duty it may be to make such payments or distribution, for believing that there is any species of intoxicating liquor within convenient reach of the Indians; nor until the chiefs and head men of the tribe shall have pledged themselves to use all their influence, and to make all proper exertions, to prevent the introduction and sale of such liquor in their country; and all executory contracts, made and entered into by any Indian for the payment of money or goods, shall be deemed to be null and void, and of no binding effect whatsoever." These provisions are wise and beneficent, and, if properly carried out according to their spirit and intent, must be productive of the greatest good to those of our Indian tribes to whom annuities are payable. It is probably one of the most salutary laws affecting our Indian relations that has ever been passed. Annuities, especially when large, instead of being the source of benefit and the means of moral and social improvement of the Indians, have but too generally been productive of much evil among them. Instead of being used to procure the necessities and comforts of life, and to multiply the means and facilities of obtaining a certain and comfortable subsistence, they have too often proved only the fruitful source of bad habits, profligacy, and vice; contributing to the Indian's love of idleness and natural disinclination to anything like continuous and profitable labor. Under the law as it heretofore stood, the annuities were payable to the chiefs only, or to such persons as they might designate. When so paid, it was too often the case that the upright and well disposed reaped little or no benefit from them whatever, the idle and profligate recklessly incurring large debts on the faith of them, which, through improper influences, the chiefs would be induced to recognize and sanction as national and binding on the whole tribe, and order to be paid out of their annuities; thus robbing the better class to make good the improvidence of the worse, and producing an oppressive inequality among the individuals of the tribe, discouragement to those who would have made a beneficial use of their just share, and general discontent and dissatisfaction. When the money is paid to the chiefs, and the national credit is based upon their authority, the benefits of the funds of the nation too often inure principally to themselves and their special retainers and friends, and the mass of the tribe get little or nothing; and what they do get, is at the sacrifice of a proper personal independence. The power of the chiefs to make such divisions of the funds as they choose enables them to control the sentiment and to overawe the individuals of the tribe generally; thus converting what was intended to be a national blessing into a national curse. But when each individual goes to the pay-table and gets his due proportion, it produces a just idea of individual right, and each knows exactly what he has to rely upon, and that beyond it the support and maintenance of himself and family depend upon his own exertions.

The operation of the system of making the payments to the chiefs was also liable to be, and in some cases was, attended with pernicious effects in regard to them. It left the way open, if it did not offer, inducements to their being bribed to allow unjust and unfounded claims against the tribe, and, through the influence and exertions of persons preferring such claims, led to their being depressed or elevated in standing and influence with the tribe, according to their disposition to oppose such demands, or their willingness to allow them; thus giving rise to dissensions and heartburnings fatal to peace and harmony among themselves and the tribe.

The full power given to the Department by the law will enable it to check, to a great extent, if not entirely to cure, these evils, wherever they exist. Individual payments will put a stop especially to the reckless running into debt, to which many of the Indians have become so prone, and the encouragement held out to them to do so, in the expectation that the chiefs can be prevailed on to order payment out of the general annuities.

The power conferred by the law to withhold the annuities when the Indians are under the influence of intoxicating drink, or while there is any liquor within their convenient reach, or when they do not manifest a proper disposition to cooperate with the authorities of the Government in their efforts to put a stop to the use of ardent spirits and the nefarious traffic in them in

the Indian country, may be made the effective means, to a great extent, of rooting out this great and prevalent evil. The attention of the agents and sub-agents will be called particularly to this subject, and they are required to use the power thus given by the law in the most effectual manner for the accomplishment of this great object.

Since the passage of the law, letters have been received by the President and this Department from some of the traders and alleged creditors of the Indians against *per capita* payments, which they represent as an innovation upon past usages, and a consequent invasion of their vested rights. But, notwithstanding the law heretofore required the annuities to be paid to the chiefs, or to such persons only as they might designate, they have in nearly all cases for several years past been induced by their own people to consent to *per capita* payments to the individuals of the tribe, which has accordingly been done, as is shown by the returns in the office of the Second Auditor. The law of the 3d of March is, therefore, no departure from the custom which has prevailed for some years, nor is it any violation of the rights of those who may have claims against the Indians. The money will be paid over to the families and individuals of the different tribes, and they will be free to apply it towards the discharge of their just and acknowledged liabilities.

As the responsible guardian of the interests and welfare of the Indians, and in pursuance of the discretionary power vested in him by the law, the President therefore directs, that hereafter all annuities and other money and goods due to the Indians be paid and distributed to heads of families, and to individuals without families entitled to participate therein, unless a different mode of payment or distribution is expressly required by treaty stipulation; in which case, the views of the tribe in general council will be taken; and if the mode prescribed by treaty be insisted on, after full explanation and due consideration, it will be adopted.

It is alleged by the writers of the letters referred to, that the provision of the law declaring null and void executory contracts with the Indians, if applied to past transactions, will be *ex post facto*. As no such question, however, is raised by enjoining *per capita* payments, which, as stated, is only in accordance with the course pursued in your superintendency for several years past, it is unnecessary to inquire how far the Indians are capable of making contracts with individuals of a legal or binding nature, being considered in the light of wards under the guardianship of the Government. It is certain that no such contracts are provided for, either by law or regulations; are therefore without legal authority, and that they could not be enforced against the Indians, as there are no civil courts or remedies in the Indian country. Before they could be entitled to any consideration from the Department, on moral or equitable principles, they should be shown to have been made under justifiable circumstances, and for a fair and just consideration. Contracts or other obligations for the payment of money are said to exist between traders and alleged creditors, and the Pottowatomies and one or two other tribes, which would be carried out if the Government would pay the money to the chiefs. But, as the law was passed to cure the evils which have resulted from this mode of payment, the President would not be justified in permitting this to be done, unless fully satisfied that the contracts were made under such circumstances and for such consideration as entitled them to be respected, and as would justify a departure from the policy of the law. This could only be ascertained by the claims on account of which such contracts or obligations were granted, being submitted to this Department, with all the facts and circumstances, for investigation and for the consideration of the President.

There is no disposition on the part of the Government to interfere with or to throw any obstacle in the way of the payment by the Indians of their just debts, either individual or national. The payment of their annuities to them individually will enable them to discharge those of the former class; and on its being ascertained by a full and fair investigation by the Department, that any of the tribes owe any which should justly be considered of the latter class, and which were justified by the circumstances and objects under and for which they were created, no objection will be made to the Indians setting apart such portions of their annuities for their payment as can, properly and consistently with their individual wants and necessities, be spared for that purpose. But all such claims must be presented prior to the 1st of April next, in order that they may be investigated, and such arrangements made in regard to their payment as may appear to be requisite and proper, prior to the annuity payments next year; and you will please cause all claimants to be notified accordingly. It is a leading object of the Department to have all old transactions with the Indians finally arranged and closed, and that hereafter all intercourse and trade with them may be regulated and conducted according to simple and well-defined principles, by which all parties may clearly understand their relative positions, duties, and rights. It must be distinctly understood, however, that hereafter no national debts will be paid or in any manner recognized by the Government, unless justified by paramount necessity, and the facts and circumstances rendering their creation necessary be first communicated to the Department, and its assent obtained before any liability whatever is incurred.

It is not intended by the directions herein contained, to debar the Indians from setting apart such portions of their annuities as they may see proper for purely charitable purposes, or for such national objects as may be calculated to improve their condition, and to advance their general welfare—such as schools, and the encouragement of agriculture and the mechanic arts, &c. On the contrary, they should be encouraged and stimulated to make such a disposition of a portion of the ample income which they, in most cases, enjoy, as money so applied will result in national and individual benefit, and lessen the means of evil-disposed individuals to indulge in vicious propensities, and render it necessary for all to adopt more industrious habits in order to obtain the necessities and comforts of life.

Nor are these directions intended to apply to the \$50,000 payable to the Pottowatomies under the fifth article of the treaty of June, 1846, which is set apart for certain specific purposes. It is represented that, at the making of the treaty, there was an understanding as to the manner in which this sum should be paid, and you are authorized to cause it to be paid accordingly.

The case of Joseph Roubideaux, to which you have specially called the attention of the department, the President is willing to make an exception, in consideration of your having satisfied yourself last year at the annuity payment of the Iowas and the Sacs and Foxes of the Missouri that his trade with those Indians had for years been fair and liberal; that the Indians admitted, and you were convinced, that his claims were just; and that you consented to their giving their written obligations for paying him in three instalments, one of which was paid last year, and promised your influence in having the other two paid this and the next year. Under these circumstances, which constitute Mr. Roubideaux's case a special one, you are authorized to permit this arrangement to be carried into effect, if still desired by the Indians.

Very respectfully, your obedient servant,

W. MEDILL,

THOMAS H. HARVEY, Esq.,

Superintendent of Indian Affairs, St. Louis, Missouri.

We append, as promised, a few specimens of the dealings of traders with the Indians, which, with other reasons, induced the Department to recommend, and Congress at the last session to change the law in such a manner as to authorize that all annuities and other moneys not otherwise directed in the treaty, be directly paid to the heads of families, in equal proportions, according to the number of souls in each, instead of being delivered over to the chiefs or to their orders, as could formerly be required. These bills, it will be perceived, were for sales to individual Indians, but were collected, or sought to be collected, from the moneys or common funds of the whole tribe. We do not mean to intimate that all traders are so lost to every feeling of respect for the humane policy of the Government, so animated by an unhallowed desire of gain, and so devoid of all sense of justice and common fairness, as these evidences would seem to indicate is the case with some of them. We would fain hope that there are but few who would be guilty of transactions so deeply discreditable; but we think all will agree that the instances here given were sufficient of themselves to justify the Department in recommending, and Congress in authorizing, an alteration of the system under which such outrages could, by any possibility, be perpetrated. And if it should turn out, as is believed to be the case, that one or more of the persons who were engaged in these shameful transactions were present at the late payment of the Sacs and Foxes, with large claims against those Indians, it will tend to throw some light on the extraordinary course pursued by the agent on that occasion.

The last treaty made with the Miami Indians, by which they ceded to the United States their remaining lands in Indiana for \$550,000, provided for the payment out of that sum of their just debts, contracted within a period of about two years anterior to the date of the treaty; and likewise those which might be contracted between that time and the ratification thereof by the Senate; limiting the amount applicable to the payment of the second class to \$50,000, and, if that should be insufficient, giving a preference to claims for provisions and subsistence. It appears that claims to the enormous amount of \$555,390 19 were presented and filed against those Indians, being about \$1,000 for every soul (man, woman, and child) in the tribe, viz:

For debts contracted previous to the treaty.....	\$262,518 99
For debts contracted between the date of the treaty and its ratification by the Senate, a period of only two months and twenty-eight days, and of which only \$4,000 were for provisions and subsistence.....	292,871 20

That claims to such an extraordinary amount, contracted in so brief a space of time, should have been presented against a band of less than six hundred ignorant, heedless, and easily-tempted Indians, is enough, without further remark, it seems to us, to shock the sensibility of any one. The commissioners who investigated those claims state that three individuals, who were utterly inca-

pable of exercising "any providence or forethought," had been permitted, or rather tempted, to purchase goods, &c., to the amount of \$45,468. The claims presented against them, respectively, were for \$13,974, \$14,894, and \$16,600. As samples, illustrating the character of the sales made to individual Indians between the date of the treaty and its ratification by the Senate, and for which claims were thus preferred against the common funds of the tribe, we have procured a statement of the *items* embraced in an account for \$3,088 85, presented by one firm for goods sold on one and the same day to an individual Indian; also, the items of an account for \$3,144, presented by another firm against the *same* Indian, for goods purporting to have been sold to him at three times, and all within the space of one month. The Indian thus favored is represented to the Department as a worthless, dissipated man, without any family

Items of the account first referred to, viz:

51 blankets.....	\$277 00	47 yards bed-tick.....	\$58 75
44 pairs shoes.....	92 00	122½ yards Kentucky jeans.....	306 25
39 pairs boots.....	240 00	109½ yards cloths of various kinds..	483 50
Hardware, (knives, forks, &c.)....	20 50	5 fur caps.....	60 00
36 handkerchiefs.....	61 00	2 vests.....	20 00
3 silk umbrellas.....	18 00	2 coats.....	64 00
Sleigh and other bells.....	71 50	2 stocks.....	7 00
767 yards calico.....	289 32	Pins and tape.....	15 00
82½ yards flannel.....	103 13	2 dozen scissors.....	18 00
102½ yards chintz.....	66 85	6 breast-plates, and 1 pair spurs...	51 00
533 yards bleached muslin.....	199 88	1 dozen horse brushes.....	12 00
90½ yards merino and mous. de laine	119 50	2 dozen axes.....	60 00
650 yards shirting.....	218 88	413 pounds lead.....	51 63
1 shawl.....	3 75	Powder.....	20 00
61 yards twilled muslin.....	22 88	4 pairs gloves.....	8 00
Bags.....	10 00	1 hat.....	6 00
1 comfort.....	3 00	Soap.....	30 00

Items of the second account against the same Indian.

88 yards cloth.....	\$84 00	2 dozen blacking.....	\$4 50
110 handkerchiefs.....	80 87	2 handsaws.....	4 00
19 pairs gloves.....	21 00	1 gross screws.....	4 00
115 yards satinet.....	270 49	10 pairs snuffers.....	3 75
1 dozen pairs combs.....	2 25	13½ sets knives and forks.....	10 00
31 shawls.....	69 50	21 sets spoons.....	21 88
59 knives.....	80 12	4 frying pans.....	3 00
17½ yards Circassian.....	23 72	2 brass kettles.....	4 25
239 yards cotton.....	77 81	2 axes.....	6 00
1 pound thread.....	2 00	119 boxes matches.....	17 85
77 yards muslin.....	46 77	4 yards baize.....	3 00
China and earthenware.....	105 83	5 pairs braces.....	5 00
2 pairs steeleyards.....	6 75	5 blankets.....	70 00
1 box soap.....	1 50	77 pairs shoes.....	205 00
50 locks.....	9 25	35 pairs hose.....	38 00
1 pair chains.....	1 13	6 umbrellas.....	21 00
6 razors.....	6 00	Cash.....	14 50
54 raw hides.....	6 75	4 shovels and tongs.....	7 63
27 hoes.....	27 00	47 yards drilling.....	20 56
7 pairs scissors.....	3 06	54 yards gingham.....	40 50
3 horse cards.....	1 31	50 spools thread.....	6 25
1 dozen hats.....	60 00	2 gross tape.....	2 00
67 skeins of silk.....	2 31	6 skeins silk.....	38
32 pieces ribbon.....	88 12	44 brushes.....	26 16
2 caps.....	50 00	1 package pins.....	3 00
2 stocks.....	5 00	19 pairs butts.....	6 81
10 yards merino.....	10 00	2 hammers.....	2 00
67½ yards cassimere.....	121 81	4 razor straps.....	4 00
912½ yards calico.....	424 13	36 files.....	30 00
1 pair audirons.....	6 50	4 gridirons.....	7 00
109 cords.....	29 65	7 chisels.....	6 38
50½ yards check.....	18 94	1 dozen balls wick.....	4 50
1½ yard vesting.....	2 00	6 sieves.....	6 00
6 whips.....	9 00	1 basket.....	75
2 yards velvet.....	16 00	7 yards lawn.....	7 00

Here is another specimen of the magnitude of the sales, during the period referred to, to these deluded people, being a claim of \$6,050 21 presented against the common funds, for goods alleged to have been sold, at two different times, within five days, to a female, who does not even appear to be enrolled among those who are recognized as heads of families. The following are a part of the articles charged on the first day, viz :

877 yards calico.....	\$545 75
58 pieces ribbon.....	213 00
12 bridles, at an average of \$15 each.....	180 00
26 blankets, at an average of \$21 15 each.....	550 00
127 shawls, at an average of \$6 95 each.....	883 00
867 yards cloth, at an average of \$9 04 per yard.....	787 00
80 handkerchiefs, at an average of 62½ cents each.....	50 00
2 coats, at an average of \$30 each.....	60 00

Of the goods charged on the same day the following are prominent :

15 blankets.....	\$358 00	2 cloaks.....	\$60 00
6 vests.....	48 00	416 yards calico.....	276 75
108 pieces riband.....	285 00	140 shawls.....	616 00
7 trunks.....	20 00	36 yards silk.....	60 00
3 coats.....	125 00	61 handkerchiefs.....	34 50

We also give some of the items of a claim presented by the same firm for goods, purporting to have been sold at four different times—all occurring within one month—to a female, whose family is represented by the agent to have consisted of only two persons, viz :

10 surtout coats, at \$45 each.....	\$450 00	126 handkerchiefs, for.....	\$67 50
2 surtout coats, at \$35 each.....	70 00	34 cloth blankets, at \$30 each.....	1,020 00
3 surtout coats, at \$30 each.....	90 00	2 pairs 3 pt. blankets, at \$18 each..	36 00
1 pea coat.....	25 00	2 cloth blankets, at \$15 each.....	30 00
1 camelot cloak.....	35 00	4 blankets, for.....	118 00
13 vests, 9 at \$8 each, and 4 at \$7 each.....	100 00	5 shawls, at \$20 each.....	100 00
119 pieces riband.....	429 00	8 shawls, at \$10 each.....	80 00
10 yards cloth, at \$10.....	100 00	11 shawls, at \$8 each.....	88 00
12 yards cloth, at \$5.....	60 00	24 shawls, at \$5 each.....	120 00
74 yards satinnet, at \$2.....	148 00	172 shawls, for.....	585 00
432 yards calico, at 50 cents.....	216 00	90 steel chains.....	90 00
616 yards chintz, at 75 cents.....	462 00	12 bridles, at \$15 each.....	180 00
187½ yards sheeting, at 50 cents... ..	93 75	5 bridles, at \$5 each.....	25 00
		24 surcingle, for.....	27 00

Statements of a similar character might be extended to a great length, showing the iniquities which have been practised upon these ignorant and deluded people, in relation to the use and application of their annuities, which were designed for their support in times of want, and for their improvement and civilization, and showing also the absolute necessity which existed for a change in the former system of payments. Another batch of claims of a more recent date was presented some time since against the same Indians, and they persuaded to violate their treaty stipulations, and refused to remove from the lands in Indiana, which they had ceded to the United States as above, until the appearance among them of a well-organized military force convinced them of the folly and error of their course.

The Department has been actively and energetically engaged for some time in reforming the whole Indian system; and, as one means of effecting that great object, it is determined to arrest this cruel waste and outrageous misapplication of the Government's bounty. Legitimate and fair trading will be encouraged; and those who engage in it, and conduct their business in conformity with the laws and common dictates of justice and humanity, will everywhere be sustained and protected in their rights, their persons, and their property, whilst the cornorant, who is constantly laboring to bring the Indians

under the control of his own influence, and to alienate their respect and confidence from the Government, only to rob them of their pittance, will, if possible, be excluded from their country.

No. 4.

OFFICE SUPERINTENDENT INDIAN AFFAIRS,
St. Louis, November 19, 1847.

SIR: In my annual report, which I was late in preparing, and which was done on the road during my late visit to the Indian country, I omitted some subjects which I should have brought to your notice, and which I now beg leave to supply, although it may be too late to accompany my report.

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Since my return to St. Louis, I have heard from most of the agents, and of their annuity payments, all of which have been satisfactorily made, except that to the Sacs and Foxes in the Sac and Fox agency; that payment was made, to my great astonishment, in *direct violation of positive instructions*. On my return from Washington with the funds, on the 1st of September, I found Major Beach at this place waiting for those of his agency. He left his agency without instructions or authority to do so; but it is proper to state that he was written to in Iowa, (where he went on a visit to his family,) and directed to come to St. Louis for his funds, by my direction, before I left Washington. Had he remained at his agency, he would have been some six or eight days later in reaching St. Louis.

It being my intention to superintend the Pottowatomie payment, at the Council Bluffs, with a view to hasten their emigration, it became necessary that the money should be paid to the agents early in September, in order to enable me to do so.

To accommodate Mr. Beach, who was anxious to return to his agency, I turned over to him the annuity money before the receipt of the instructions from Washington, which he was assured would be received in a few days. I paid over, also, the annuities to Majors Cummins, Vaughan, and Hewitt, under similar circumstances, and with *positive directions to all of them not to make payment until they should receive the instructions*. All strictly observed my directions except Mr. Beach.

In a paper appended by Mr. Beach to one of his vouchers, he says, "just before leaving St. Louis, with the annuity of 1847, the Superintendent of Indian Affairs instructed me not to pay the Sacs and Foxes until I should hear from him—this was September 2d. I reached my agency September the 10th; ——— days elapsed and I heard nothing from the superintendent. I had a person waiting to bring the mail from Westport, (our post office,) which came to that place on the 15th of September, as well as on the 11th and 13th—they all came at once. I had obtained the mail of the 8th in person. The mail of the 18th also came safely to me. On the 19th I received nothing from the Superintendent. I felt under no obligations to him to remain *here indefinitely* for the want of the proper orders to pay," &c. Under ordinary circumstances I should not have considered it important to have hurried the instructions, it being too early for payment; but intending to set out, as I before remarked, for the Bluffs, I considered it important that it should be done before I left; the instructions to Major Beach were mailed at this place on the 8th of September, as you have been heretofore advised. A gentleman of this city started about the same time for the Sac and Fox agency, for the purpose of receiving money from a trader. On arriving at Westport, he learned that the instructions had not yet been received. He determined to remain at Westport until they should arrive—the mail for Westport lies over at Independence (twelve miles from Westport) several days. This gentleman being anxious to return to St. Louis, obtained an order from the postmaster at Westport, on the postmaster at Independence, for the Westport mail, and brought it up at his own expense. In this mail was a packet for Major Beach, which doubtless contained the instructions. He volunteered to take the packet to the agency, and it was accordingly intrusted to him. On the road to the agency, he met a person riding rapidly, who inquired of him if he had the mail for Major Beach, and, on being answered in the affirmative, presented an order from Major B. for it, stating that the Indians were very impatient, and that it was important that the instructions should be received as early as possible—that as he had a fresh horse he could reach the agency in a shorter time than the other. The mail was accordingly given to him, but which Major Beach says never came to hand. This was some days before the payment.

From the facts and circumstances that have come to my knowledge, there is no doubt on my mind that the instructions fell into the hands of those who were interested in defeating the intentions of the Government, viz: to pay the money to heads of families, and to investigate the so called *national debts*, before the Indians would be permitted to pay them out of their undivided annuity.

It is to me astonishing that Major Beach should complain of delay in regard to the time of payment. Last year he had the funds in his hands more than six weeks before he made the payment, which did not take place until the 24th of October. I was present at the payment, and heard no complaint about delay. It is generally admitted by all, even by traders themselves, that late payments are best for the Indians. When the weather is cold, they buy substantial clothing for their families; when warm, it is otherwise. Major Cummins, an agent of

great experience and sagacity, took up his funds about the same time, the 6th of September. He paid the Kickapoos, Delawares, Shawnees, and other Indians, during the last weeks of October. About the 25th, many of the Sacs and Foxes were in the vicinity of the agency, and few, if any, more than three days' travel from there. I am equally astonished that any pretence should have been made that these Indians were suffering for provisions, when the agent had in his control ample means under the fifth article of the treaty of 1842, applicable to the purchase of provisions, &c.

The Sacs and Foxes divide their annuity into equal portions between the two tribes. If the money had been divided per capita, they would have received between \$32 and \$35 each. The Foxes, however, received, as I am informed, but \$3 each. Both tribes have already made complaints of their destitute condition.

The excitement and threats of the Indians spoken of, were no doubt assumed for stage effect. The character of the Government, and especially of the Indian service, requires that the whole matter should be subjected to the most searching scrutiny.

Major Sublette is instructed to inquire into the circumstances of the payment, and report the result to this office; but not having the power to compel the attendance of witnesses, or to make them answer, if not so inclined, his investigation must be necessarily defective.

A body of troops, say a company, should always be in attendance at payments, not to overawe the Indians, (for I will repeat what I have often said before, that there is no difficulty in doing business with them,) but to keep the whites within the pale of the law.

I have the honor to be, sir, with great respect, your obedient servant,

THOS. H. HARVEY, *Superintendent Indian Affairs.*

Hon. W. MEDILL, *Commissioner Indian Affairs.*

OFFICE SUPERINTENDENT INDIAN AFFAIRS, *St. Louis, November 22, 1847.*

GENTLEMEN: The recent payment of the Sac and Fox annuity, in violation of positive instructions, which, it is alleged, was brought about by the influence of yourself and others, and the suppression or destruction of a packet supposed to contain the special instructions for Mr. Beach's government in making that payment, by a Mr. Harris, who is understood to be in your employment, warrant me in revoking your license to trade with the Sacs and Foxes in the Sac and Fox agency. Your license is accordingly hereby revoked, and you are forbidden to trade with these Indians until this interdiction be removed. This act of mine I shall of course immediately report to the proper Department, to which you are aware that you have the right to appeal. Very respectfully, your most obedient servant,

TH. H. HARVEY, *Superintendent Indian Affairs.*

Messrs. W. G. & G. W. EWING.

WAR DEPARTMENT, OFFICE INDIAN AFFAIRS, *March 25, 1848.*

GENTLEMEN: I have examined and carefully considered all the statements and testimony presented to this office, in connection with the revocation, by the Superintendent of Indian Affairs at St. Louis, of the license of Messrs. W. G. and G. W. Ewing to trade with the Sac and Fox Indians, and am of opinion that the course of that officer was both just and proper. The revocation has, therefore, been approved by this office, and the matter reported to the Secretary of War, to whom you are respectfully referred, should you desire any further action on the subject. I have the honor to be, very respectfully, your obedient servant,

W. MEDILL.

Messrs. — and —,

Attorneys for Messrs. W. G. and G. W. Ewing, *Washington, D. C.*